

AG Contract No. KR05-0447TRN
ADOT ECS File No.: JPA 05-026
Project No.: RAM 202-B-308
TRACS: 202-MA-21-H 5781 04C
Project: SR 202L, Red Mountain,
MP 20.83 – 23.06
Section: Higley Road - Power Road
BUDGET SOURCE ITEM NO: 83206

INTERGOVERNMENTAL AGREEMENT
LANDSCAPE ENHANCEMENT and MAINTENANCE

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF MESA

THIS AGREEMENT is entered into this date July 1, 2005, pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and THE CITY OF MESA, acting by and through its MAYOR and CITY COUNCIL, (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this Agreement and delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

3. The State and the City are in mutual agreement to landscape and provide irrigation systems for certain areas within the right-of-way of State Route (SR) 202L, from west of Higley Road to Power Road, herein after referred to as the "Project". The responsibility of each of the parties is defined in this Agreement under Section II, Scope of Work.

THEREFORE, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

NO. 27589
Filed with the Secretary of State
Date Filed: 7/1/05
Janice K. Brewer
Secretary of State
By: Janie Pennington

II. SCOPE OF WORK

1. The State shall:

a. Prepare to State standards, design plans, specifications and other such documents and services required for the bidding and construction for the landscaping and irrigation mains and submit them to the City for concurrence.

b. Upon execution of this Agreement, and subsequent to award of a contract, invoice the City for its participation of the costs in an amount currently estimated to be \$13,735.00 associated with increased plant density, irrigation and aesthetic upgrades as outlined in Exhibit "B" and Exhibit "C" attached hereto and made a part hereof.

c. Upon written concurrence of the final plans by the City, construct the Project at its own expense, except for the City's participation costs associated with the Project.

d. Upon completion of the Project, invoice the City for any additional work requested by the City associated with the Project.

e. Hereby agrees to be authorized agent for the City in association with construction of the Project and on behalf of the City call for bids for the Project. Prior to the award of the construction project, the State will notify the City the bid amount to be awarded, which includes 14% construction engineering and administration costs and project contingency costs.

f. Award one or more construction contract(s) for the Project. Administer it and make all payments to the contractor(s). Be responsible for contractor claims for extra compensation, for delays or whatever reason, attributable to the State.

g. Upon completion of the Project, and final reconciliation of the project costs remit to, or collect from the City, as the case may be, any difference between the amount paid by the City and the actual costs for the City's enhancements, including, but not limited to: design, construction and actual construction engineering and administration costs (not to exceed 14%), utilizing a detailed accounting provided by the Resident Engineer and the Project Manager for the Project.

h. Upon submission of a properly completed and acceptable State Encroachment Permit application, approve and issue same permit to City for work on City facilities within State's Control of Access. State's Encroachment Permit application shall be applied for and issued through the State's Phoenix Maintenance District Permits Office.

i. Maintain the landscaping and irrigation system, and pay for irrigation system electric as designated in the Maintenance Exhibit "A" as area under "ADOT to Maintain", including all testing, adjusting, repairing and operation of the irrigation system.

2. The City shall:

a. Upon execution of this Agreement and subsequent to award of a contract, remit to the State an amount currently estimated to be \$13,735.00 for the City's participation of the costs associated with the increased plant density, irrigation and aesthetic upgrades as outlined in Exhibit "B" and Exhibit "C".

b. Designate the State as authorized agent for the City, for the construction administration of the Project.

c. Coordinate with the State for review of design plans, specifications and other such documents and services required for construction of the Project. Provide review comments as appropriate, and review all change orders, which reflect additional compensation. Be responsible for any contractor claims for extra compensation attributable to the City.

d. Be responsible for all costs for additional work requested by the City, associated with the Project.

e. Furnish all potable and reclaimed water for landscape plant installation during the construction phase, and all water thereafter necessary to properly maintain the landscape at City's expense.

f. Authorize and pay or waive any water development fees.

g. Be responsible for setting the water meters when ordered by the Contractor at the State's expense.

h. Apply for an Encroachment Permit to use State Highway rights-of-way, for all work performed by the City in association with maintenance of the Project within the State's Control of Access. The Permit application shall be requested and approved through the State's Phoenix Maintenance District Permits Office.

i. At the conclusion of the contractor's maintenance and warranty period, referred to in the construction contract as Landscaping Establishment, assume responsibility for maintenance of landscaping within the areas designated on Maintenance Exhibit "A" as area under "City of Mesa to Maintain" and Enhancement Exhibit "C". Landscape maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying insecticide/herbicide sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping.

j. Be responsible for all costs associated with the Project as defined and shown in Exhibit "B", including design, construction and construction engineering and administration costs (construction engineering and administration costs not to exceed 14%) of the Project.

k. At the conclusion of the contractor's maintenance and warranty period, referred to in the construction contract as Landscaping Establishment, assume responsibility for maintenance of irrigation systems in areas designated on the attached Maintenance Exhibit "A" including all testing, adjusting, repairing and operation of the irrigation system, furnish and pay for irrigation system electrical power necessary to operate the City's irrigation controllers and any booster pumps.

l. Conduct all maintenance work in a manner to minimize traffic congestion and interference with through traffic. All traffic control shall adhere to the requirements of the Arizona Department of Transportation's Traffic Control Manual.

III. MISCELLANEOUS PROVISIONS

1. Each party (as "Indemnitor") agrees to indemnify, defend, save and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses including reasonable attorneys' fees, hereinafter collectively referred to as ("claims"), arising out of bodily injury of any person, including death or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers.

2. This terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and related deposits or reimbursements; provided herein. However any provisions for landscape maintenance, electrical power, and water for landscaping as designated on Exhibit A & B, by the City shall be perpetual. This Agreement may be terminated by either party at any time upon sixty-days (60) written notice to the other party. It is understood and agreed that, in the event the City terminates this Agreement, the State shall in no way be obligated to maintain said Project.

3. This Agreement shall become effective upon filing with the Secretary of State.

4. This Agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona, and incorporated herein by reference regarding "Non-Discrimination".

7. Non-Availability of Funds. Every payment obligation of State and City under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State or the City at the end of the period for which the funds are available. No liability shall accrue to the State or the City in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

8. In the event of any controversy, which may arise out of this Agreement, the parties hereby agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

9. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E
Phoenix, AZ 85007-3212
FAX: 602-712-7424

City of Mesa
Attn: Mike Hutchinson, City Manager
PO Box 1466
Mesa, AZ 85211-1466
(480) 644-3000

10. Pursuant to Arizona Revised Statutes Section 11-952 (D), attached hereto, is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF MESA

STATE OF ARIZONA

Department of Transportation

By


MIKE HUTCHINSON
City Manager

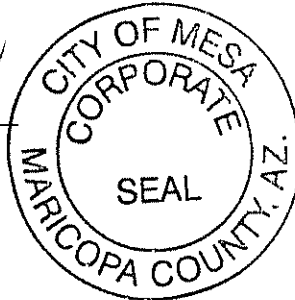
By


DANIEL S LANCE, P.E.
Deputy State Engineer Valley Transportation

ATTEST:

By


BARBARA JONES
City Clerk



G:05-026-Mesa-SR 202L-16May2005-slc

JPA 05-026

APPROVAL OF THE CITY OF MESA

I have reviewed the above referenced intergovernmental Agreement between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF MESA, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the CITY under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this Agreement.

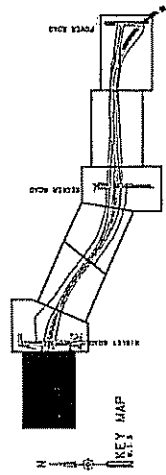
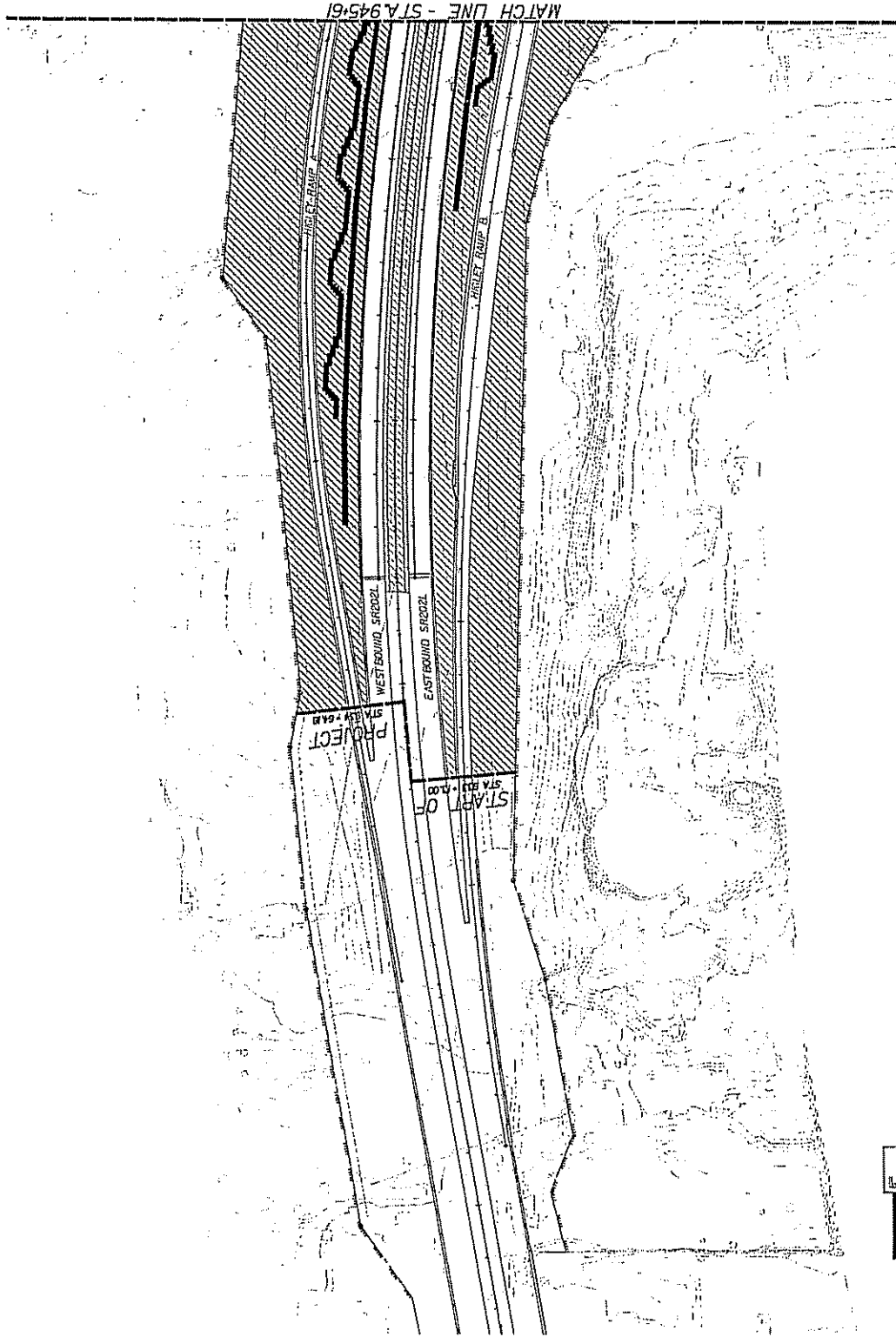
DATED this 16th day of June, 2005.

Debi Samra

City Attorney

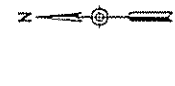
TRACS NO. H 5781 04C	RAM 202-B-30B	OF
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STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
5	202-B-308	202-B-308	202-B-308	
		202-B-308		



SYMBOL	MAINTENANCE RESPONSIBILITY
	ADOT TO MAINTAIN
	CITY OF MESA TO MAINTAIN

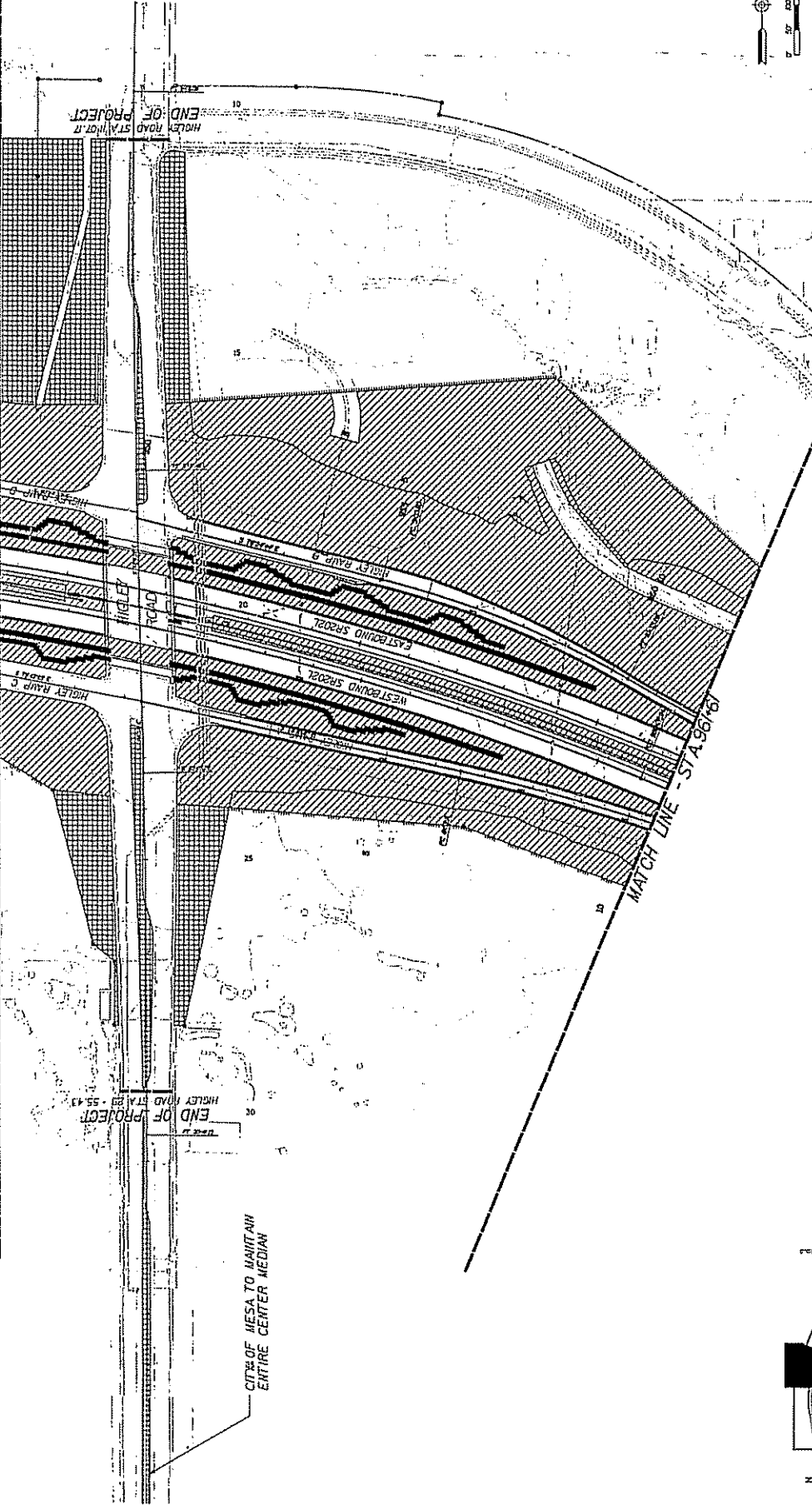
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LANDSCAPE MAINTENANCE EXHIBIT	
PROJECT NO. 202-B-308	SHEET NO. 202-B-308
TRACS NO. H 5781 04C	
RAM 202-B-308	



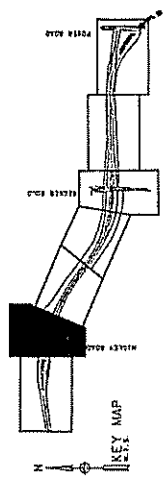
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PROJECT NO.	202-B-308
SHEET NO.	9
DATE	2021.04.21
BY	AS BUILT

MATCH LINE - STA 945+61



SYMBOL	MAINTENANCE RESPONSIBILITY
	ADOT TO MAINTAIN
	CITY OF MESA TO MAINTAIN



ARIZONA
REGISTERED PROFESSIONAL ENGINEER
NO. 12345
EXPIRATION DATE 12/31/2025

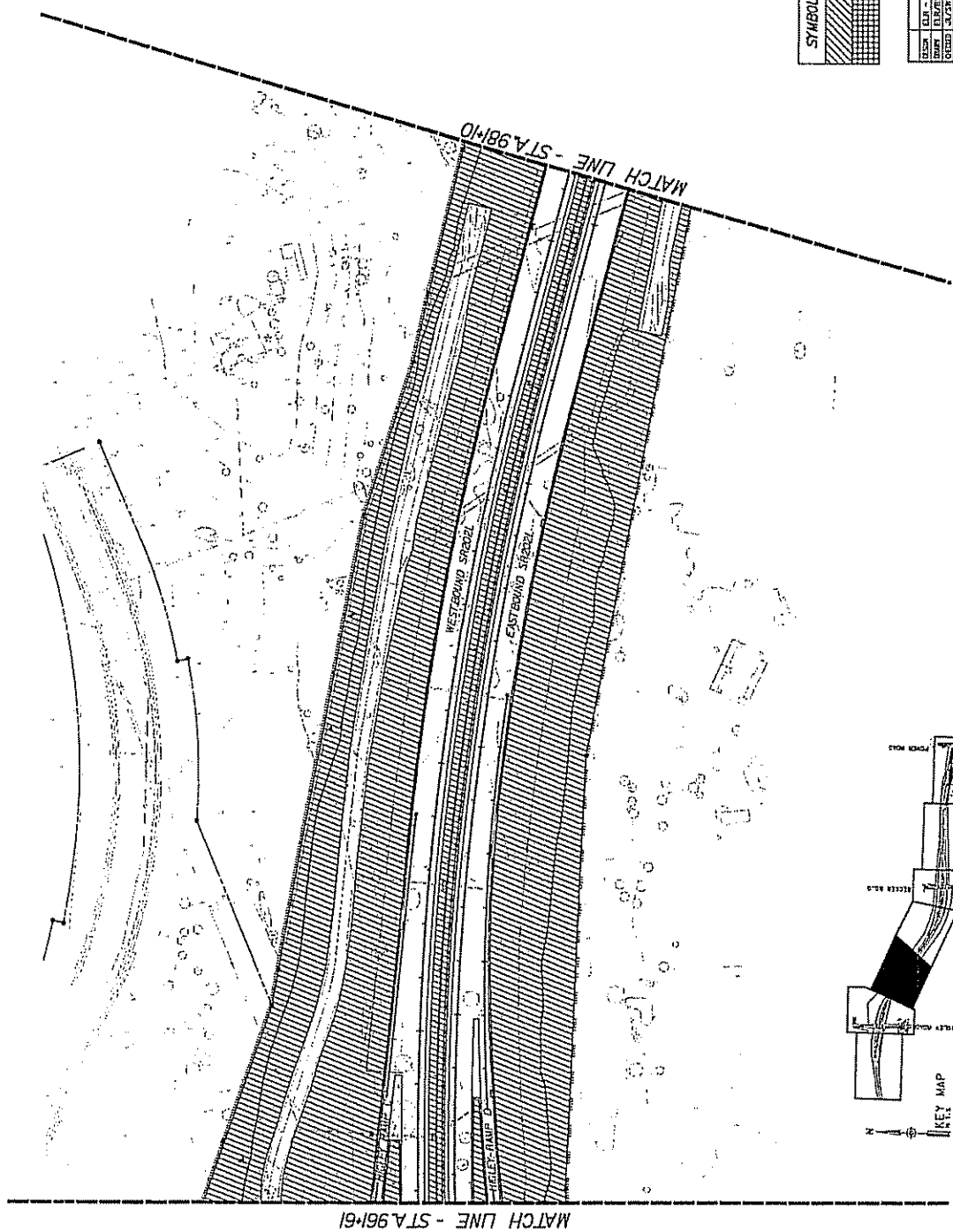
ARIZONA DEPARTMENT OF TRANSPORTATION
INTERMODAL TRANSPORTATION DIVISION
ROADSIDE DEVELOPMENT SERVICES

LANDSCAPE MAINTENANCE EXHIBIT

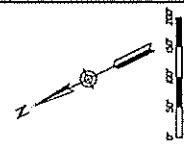
DATE: 04/21/2021
BY: [Signature]
PROJECT NO.: 202-B-308
SHEET NO.: 9 OF 10

SR 202 RED MOUNTAIN FREEWAY
HIGLEY ROAD TO FORNER ROAD
TRAFFIC NO. H 5781 04C
RAM 202-B-308

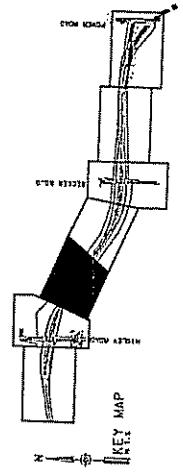
DATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
9	202-B-308			
2023 MAY 21				



SYMBOL	MAINTENANCE RESPONSIBILITY
	ADOT TO MAINTAIN
	CITY OF MESA TO MAINTAIN



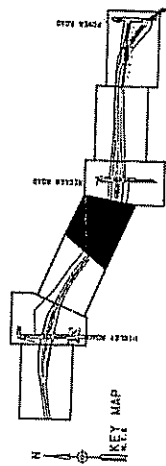
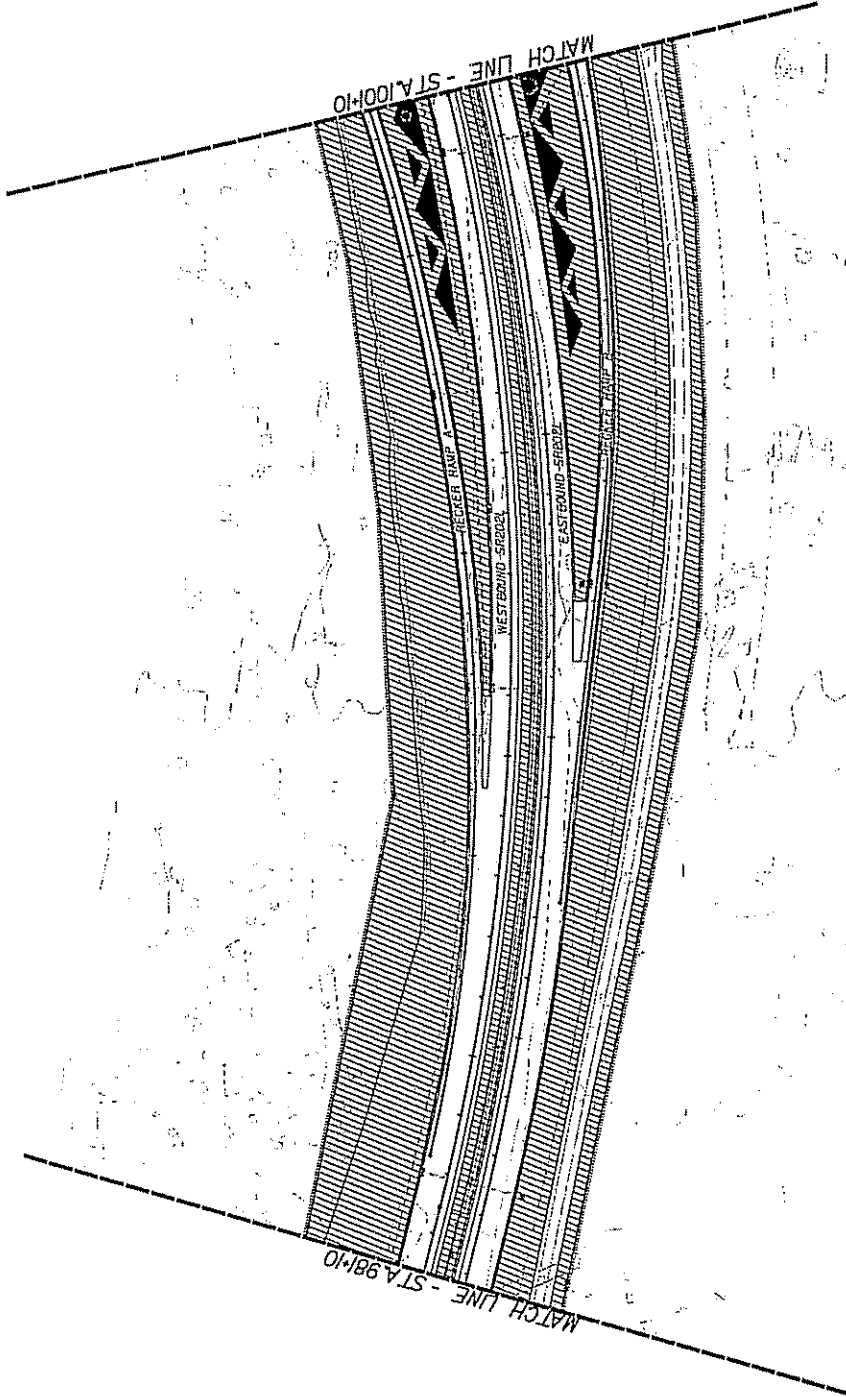
DATE	PROJECT
05/23/23	ST 202 RED MOUNTAIN FREEWAY
DESIGNED BY	CHECKED BY
DAVID A. SMITH	DAVID A. SMITH
ARIZONA DEPARTMENT OF TRANSPORTATION REGIONAL TRANSPORTATION DIVISION LANDSCAPE MAINTENANCE EXHIBIT TRACS NO. H 5181 04C RAM 202-B-308	



MATCH LINE - STA. 96+61

MATCH LINE - STA. 98+40

STATE	PROJECT NO.	DATE	BY	AS BUILT
9	202-B-308	2021 MAR 21		



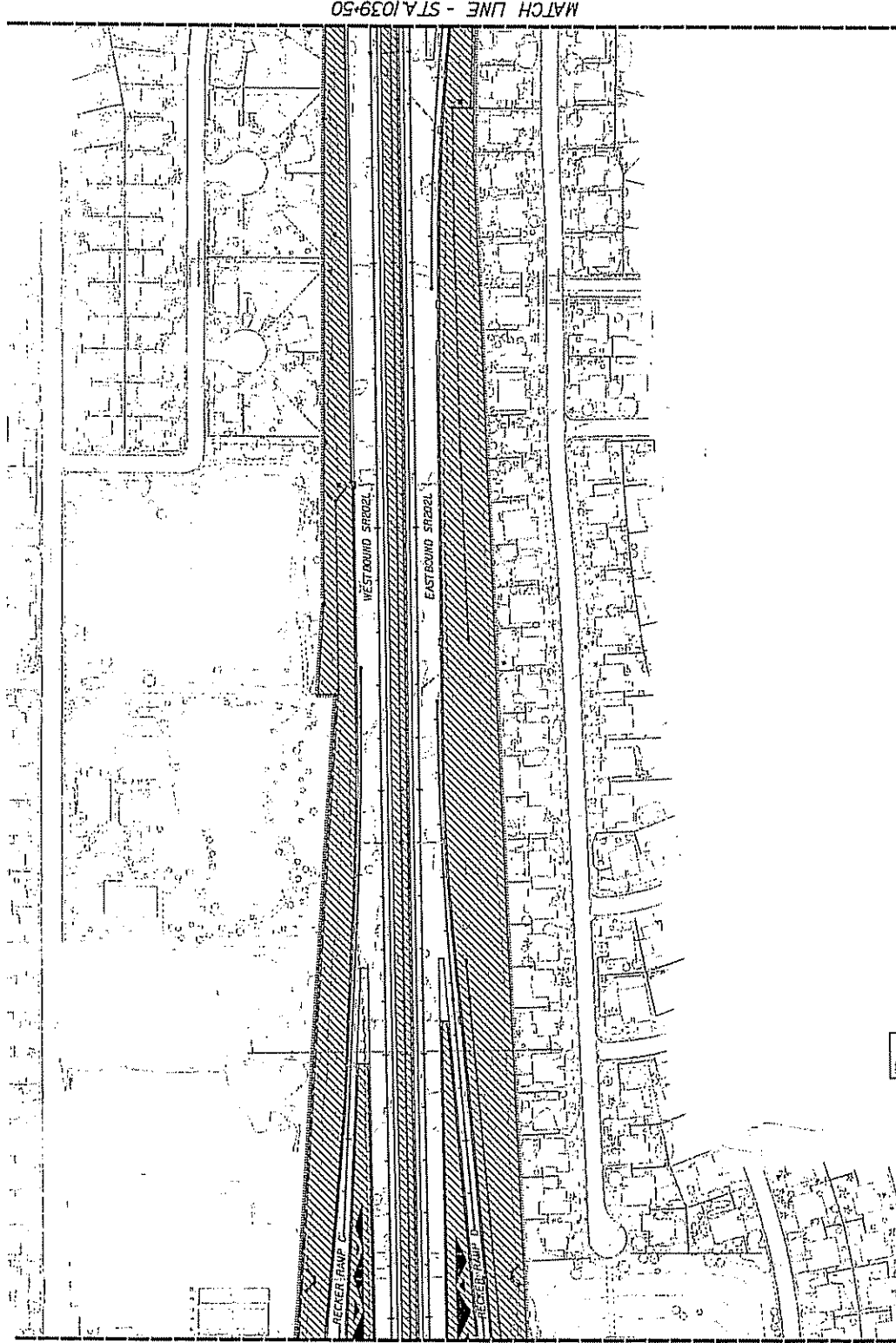
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[Solid Grey]	CITY OF MESA TO MAINTAIN

DATE: 10/10/2021 DRAWN: 10/10/2021 CHECKED: 10/10/2021	PROJECT: SR 202 RED MOUNTAIN FREEWAY LOCATION: NICKEL ROAD TO POWER ROAD TRACS NO. H 5781 04C RAN 202-B-308



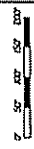
OF

SHEET NO.	202L HA 21	PROJECT NO.	202-B-308	DATE	11/20/21	SHEET	11/20/21



MATCH LINE - STA.1039+50

MATCH LINE - STA.1014+57



ARIZONA DEPARTMENT OF TRANSPORTATION
INTERMODAL TRANSPORTATION DIVISION
ROADSIDE DEVELOPMENT SERVICES

LANDSCAPE MAINTENANCE EXHIBIT

PROJECT NO. 202-B-308
DATE 11/20/21
SHEET 11/20/21

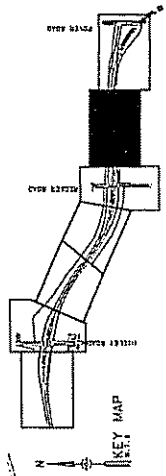
DATE 11/20/21
BY 11/20/21
CHECKED 11/20/21
DESIGNED 11/20/21
DRAWN 11/20/21

SR 202 RED MOUNTAIN FREEWAY
HIGHWAY 5781 TO POWER ROAD

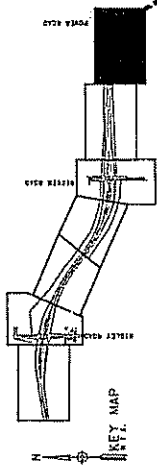
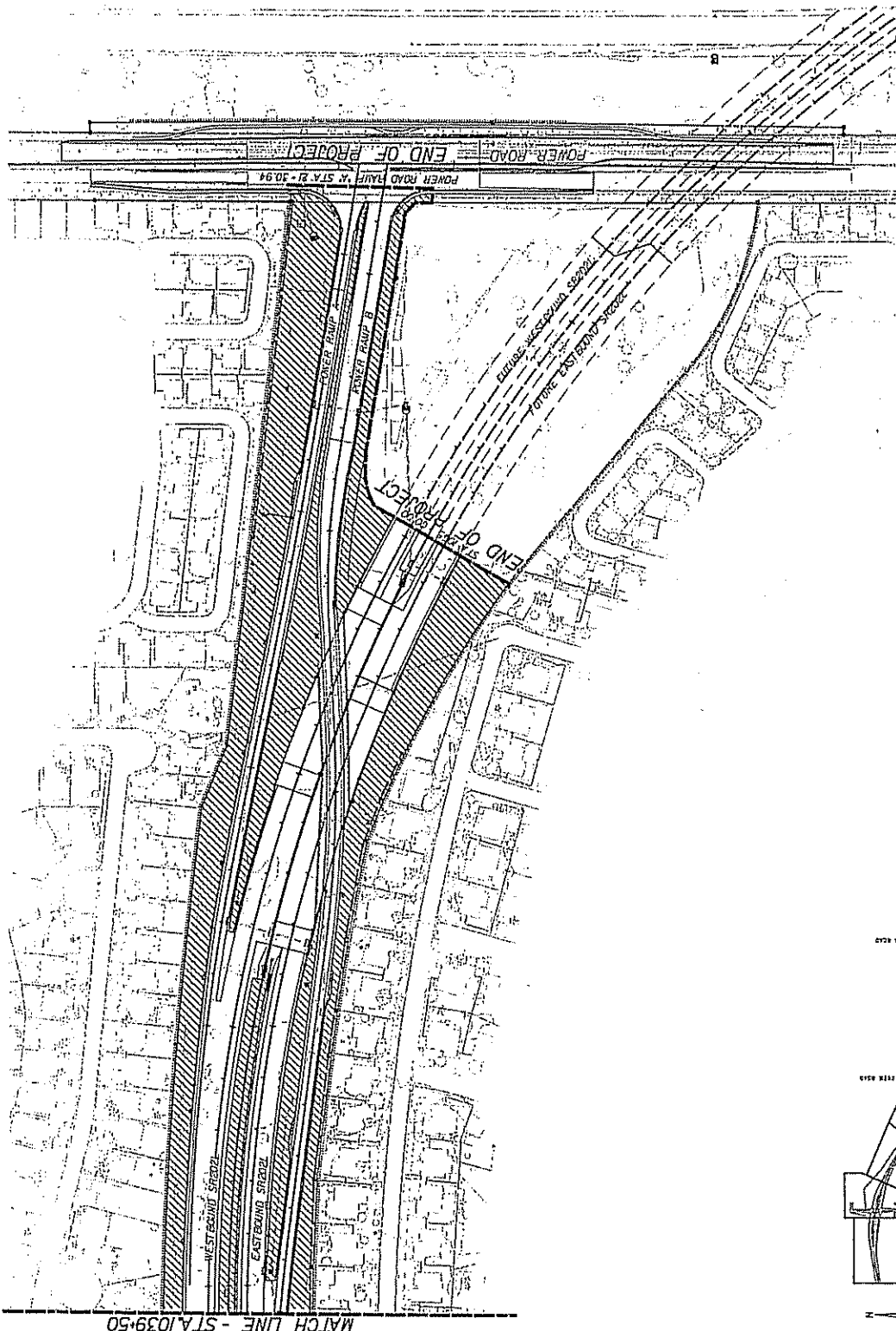
TRACS NO. H 5781 04C
RAM 202-B-308

MAINTENANCE RESPONSIBILITY
ADOT TO MAINTAIN
CITY OF MESA TO MAINTAIN

SR 202 RED MOUNTAIN FREEWAY
HIGHWAY 5781 TO POWER ROAD



PROJECT NO.	202-B-308	DATE	2021 MAR 21
STATE	9	APPROVED	
AS SHOWN		AS NOTED	



SYMBOL	MAINTENANCE RESPONSIBILITY
	ADOT TO MAINTAIN
	CITY OF MESA TO MAINTAIN

PREPARED BY ARIZONA DEPARTMENT OF TRANSPORTATION REGIONAL TRANSPORTATION DESIGN ROADSIDE DEVELOPMENT SERVICES	
DATE 11/16/2021 DRAWN 11/16/2021 CHECKED 11/16/2021	PROJECT NO. 202-B-308 SHEET NO. 1 OF 1
LANDSCAPE MAINTENANCE EXHIBIT SR 202 RED MOUNTAIN FREEWAY HIGLEY ROAD TO POWER ROAD	
TRACS NO. H 5781 04C RAM 202-B-308	



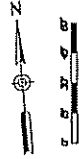
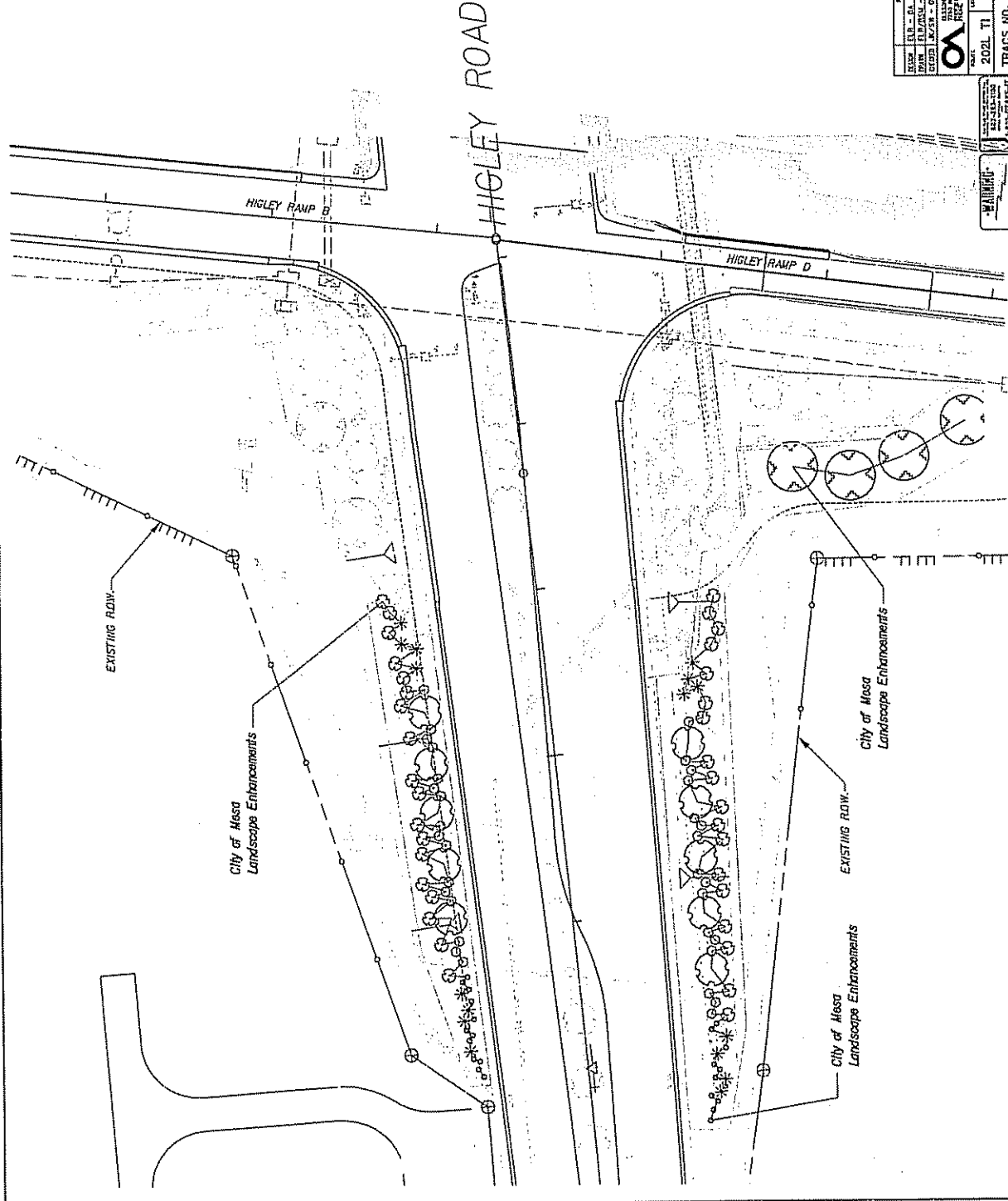
Red Mountain Freeway
Higley to Power Road TRACS No. H 5781 04 C
City of Mesa Landscape Enhancements
JPA 05-26
Exhibit B

Additional Landscape at SE and SW quadrants of Higley and the 202

Item	Unit	qty	Unit cost	Total
5 gal trees	Each	14	\$ 35.00	\$ 490.00
5 gal shrubs	Each	36	\$ 20.00	\$ 720.00
1 gal shrubs	Each	55	\$ 10.00	\$ 550.00
Ocotillo	Each	16	\$ 50.00	\$ 800.00
DG	SY	1122	\$ 1.95	\$ 2,187.90
Irrigation	LS	1	\$ 6,200.00	\$ 6,200.00
Landscape Est.	LS	1	\$ 1,100.00	\$ 1,100.00
Total				\$ 12,047.90
14% Const. Admin.				\$ 1,686.71
Grand Total				\$ 13,734.61

FILE NO.	PROJECT NO.	DATE	BY	DATE
9	202-B-308	2021 MAR 21		

SYMBOL	ABV.	QTY.
Trees		
	AW	10
	PC	4
Shrubs		
	BM	23
	CE	32
	LT	36
Grass & Accents		
	FS	16



		ARIZONA DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION ROADWAY DEVELOPMENT SERVICES	
PROJECT NO. 202-B-308	SHEET NO. 1 OF 1	CITY OF MESA LANDSCAPE ENHANCEMENT EXHIBIT C	TRACS NO. H 5781 04C RAM 202-B-308
DATE 03/21/21		LOCATION SR 202 RED MOUNTAIN FREEWAY HIGLEY ROAD TO POWER ROAD	
DRAWN BY J. B. BROWN		CHECKED BY J. B. BROWN	

RESOLUTION NO. 8491

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESA, MARICOPA COUNTY, ARIZONA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION AND THE CITY OF MESA FOR LANDSCAPE ENHANCEMENTS AND MAINTENANCE ALONG THE RED MOUNTAIN FREEWAY FROM HIGLEY ROAD TO POWER RD

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESA, MARICOPA COUNTY, AS FOLLOWS:

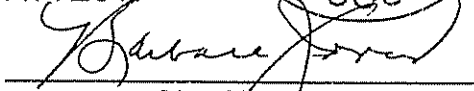
Section 1: That the cost sharing agreement between the State of Arizona Department of Transportation and the City of Mesa for the design and construction of landscape enhancements, irrigation system and maintenance along the Red Mountain Freeway from Higley Road to Power Road (ADOT JPA No. 05-26); is hereby approved.

Section 2: That the City Manager, Michael T. Hutchinson, or his designated representative, is authorized and directed to execute the agreement on behalf of the City of Mesa, and the City Clerk is authorized and directed to attest to the signature of the City Manager or his authorized designated representative thereon.

PASSED AND ADOPTED by the City Council of the City of Mesa, Maricopa County, Arizona, this 6th day of June, 2005.




ATTEST:



City Clerk

APPROVED:



Mayor



OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

TERRY GODDARD
ATTORNEY GENERAL

CIVIL DIVISION
TRANSPORTATION SECTION
WRITER'S DIRECT LINE: 602.542.8855

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR05-0447TRN (**JPA 05-026**), an Agreement between public agencies, i.e., *The State of Arizona* and *The City of Mesa* (Landscape Enhancement and Maintenance), has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: June 28, 2005

TERRY GODDARD
Attorney General

A handwritten signature in cursive script, reading "Susan E. Davis", written over a horizontal line.

Susan E. Davis
Assistant Attorney General
Transportation Section

SED:mjf
Attachment
911779